

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
OCTOBER 27, 2020

PLACE: DISTRICT EDUCATION CENTER
SUPERINTENDENT'S CONFERENCE ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

To View this meeting, please follow this link: [**Board Meeting Live**](#)

TIME: 6:30 PM Closed Session
7:00 PM Open Session

MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:

To view this meeting, please follow this link: [**Board Meeting Live**](#)

Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

As per Executive Order N-29-20 from Governor Newsom, the Tracy Unified School District Board of Education meetings will move to a virtual/teleconferencing environment using Microsoft Teams. The Governor's executive order on March 12, 2020, waived the requirement for a majority of board members to physically participate in a public board meeting at the same location.

To make a public comment, please follow this [**Public Comment Link**](#) available only on the date of the meeting, between 5:00 and 6:00 p.m. to place your comment.

A G E N D A

- | | | |
|------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative & Business Services: None. | |
| 3.2 | Educational Services:
3.2.1 Early Graduation: TISC'S #10311636
Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __ | |
| 3.3 | Human Resources:
3.3.1 Consider Non-Paid Leave of Absence for Classified Employee #UCT-355. Pursuant to Article XXIII
Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __
3.3.2 Consider Non-Paid Leave of Absence for Classified Employee #UCT- | |

359, Pursuant to Article XXIII

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.3 Consider Paid Leave of Absence for Certificated Employee #UC-1222, Pursuant to Article XX

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

3.3.5 Conference with Labor Negotiator

Agency Negotiator: Tammy Jalique

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on Early Graduation: TISCS #10311636

Vote: Yes___; No___; Absent___; Abstain___

6b Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-355, Pursuant to Article XXIII

Vote: Yes___; No___; Absent___; Abstain___

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-359, Pursuant to Article XXIII

Vote: Yes___; No___; Absent___; Abstain___

6d Report Out of Action Taken on Consider Paid Leave of Absence for Certificated Employee #UC-1222, Pursuant to Article XX

Vote: Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of October 13, 2020.

1-13

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Bohn Elementary School Presentation

9.2 West High School Presentation

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 San Joaquin County COVID19 Update

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. PUBLIC HEARING: None.

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.

Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 14-15 |
| 13.1.2 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year | 16-17 |

13.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 13.2.1 | Ratify the Purchase of Edgenuity Online Curriculum for Grades K through 5 for the Tracy Independent Study Charter School (TISC'S) | 18-20 |
| 13.2.2 | Approve Agreement for Special Contract Services with Crossroads, San Joaquin County Probation Department, for the 2020-2021 School Year. | 21-24 |
| 13.2.3 | Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Days at South/West Park Elementary School during the 2020-2021 School Year | 25-28 |
| 13.2.4 | Approve Agreement for Special Contract Services for One Day at a Time (ODAT) for the 2020 – 2021 School Year | 29-31 |
| 13.2.5 | Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2020 | 32-33 |

13.3 Human Resources:

- | | | |
|---------------|---|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | 34-35 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 36-37 |
| 13.3.3 | Approve Student School Counseling Education Fieldwork Experience Agreement with CSU Stanislaus | 38-42 |
| 13.3.4 | Approve a Variable Term Waiver for Special Education Teacher-Added Authorization in Special Education (AASE): Autism Spectrum | 43-44 |

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
- 14.1 Administrative & Business Services:** None.
- 14.2 Educational Services:** None.
- 14.3 Human Resources:**
- 14.3.1** Adopt Resolution No. 20-09 Authorizing Teachers to Teach Outside Their Credential Authorizations **45-47**
- Action:** Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
- 17.1** November 10, 2020
- 17.2** December 8, 2020
- 17.3** December 15, 2020
- 17.4** January 12, 2021
- 18. Upcoming Events:**
- | | | |
|-------------|-----------------------------|-------------------------------|
| 18.1 | October 28, 29, 30, 2020 | Minimum Day: K-5, K-8 and 6-8 |
| 18.2 | November 11, 2020 | No School, Veterans' Day |
| 18.3 | November 23-27, 2020 | Thanksgiving Break |
| 18.4 | December 21-January 1, 2021 | Winter Break |
| 18.5 | January 18, 2021 | No School, MLK Day |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, October 13, 2020**

As per Executive Order N-29-20 from Governor Newsom, the Tracy Unified School District Board of Education meetings moved to a virtual/teleconferencing environment using Microsoft Teams. The Governor's executive order on March 12, 2020, waived the requirement for a majority of board members to physically participate in a public board meeting at the same location.
(Public Comments were available by online submission).

6:30 PM: 1-3. President Pekari called the meeting to order and adjourned to closed session.

Roll Call: 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza;
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry

7:12 PM 5. President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Report Out of Action Taken on Reinstatements: AR#20-21/#03, AR#20-21/#04, AR#20-21/#05
Action: **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-353, Pursuant to Article XXIII
Action: **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-354, Pursuant to Article XXIII
Action: **Vote:** Yes-7; No-0.
6d Report Out of Action Taken on Release Probationary Classified Employee #UCL-358 Asst. to the Director of Special Ed
Action: Released. **Vote:** Yes-4; No-3(Abercrombie, Souza, Kaur)

Minutes: 7. **Approve Regular Minutes of September 22, 2020.**
Action: Silcox, Alexander. **Vote:** Yes-6; No-0; Absent-1(Souza); Abstain-1(Kaur)

Visitors: None. Meeting was live streamed via Microsoft Teams.

Student Rep Reports: 8. None.

Recognition & Presentations: 9. None.

Information & Discussion Items: 10.1 **Administrative & Business Services:** None.

10.2 Educational Services:

10.2.1 Receive Report on STEM Implementation in TUSD

Dr. Debra Schneider, Director of IMC, presented a power point which reviewed the engagement of teachers, students and families. She then went over the schools, grades levels and years of integration of STEM. STEM is a component of the core instruction. Units have been revised based on teacher feedback and there are regular check-ins with site leaders. Professional learning focuses on STEM. The additional funding opportunities were also reviewed. She also thanked teachers for getting boxes of materials and distributing them to students to have at home. Dr. Stephens recognized that Dr. Schneider has put in a great amount of work on this and thanked her.

10.2.2 Receive Report on Reopening of Schools

Ms. Julianna Stocking, Associate Superintendent of Educational Services presented the timeline and options for the board's consideration. She reviewed the county and state color tracking system. We started in purple and entered into tier red and have received official notice that San Joaquin county is officially in tier red. This opens up an opportunity for districts in the county to open all schools. The tier status is reassessed every 2 weeks based on the prior 2 weeks data. We are provided biweekly updates. There is no difference between the county and where Tracy is. She then showed the phases of reopening. In phase 1 we were to open in distance learning, which we did. We have a plan to bring back SDC with a hybrid model. On Nov. 2, with approval of the waiver, we would bring back in hybrid. With current update today, we are approved of our reopening schools for elementary. This tells us that our guidelines for health and safety have been approved. That gives us the discretion to reopen safely. We are now in a red tier as a county. Districts do not need to have approval of a waiver and during this time the county is not processing new applications because they are not needed. We are pleased that we are in this window, as it speaks to the work that all of our consult teams provided. If we slide back to purpose and miss the window of opening, you will have to wait to reopen upon entering tier 2 again. If you choose to stay in distance learning, then we would have to wait until tier 2 status to reopen. The board asked various questions. Our waiver was approved, and Dr. Park has submitted it to the state. Since we are in a tier red and all grade levels are able to open, we have 3 options. With option 1 we would continue distance learning through December 18. This does not account or apply for small group cohorts. If you choose option 1 we would have to stay in distance learning until the county is in tier red for 2 consecutive weeks. That reopening date could go into February or March; Staff have stepped up to the plate and have done a great job in learning with Microsoft teams. Teachers would also continue synchronous instruction 5 days a week. We have received quite a bit of feedback asking to stay in distance learning. This is from staff and families. Some prefer in person learning and may pull students from our district. We have also received

feedback that we are focusing on ADA. She wants to assure everyone that we have ADA so that is not our focus. We are already approved for funding regardless. We want to focus on options for our families. With option 2, TUSD would reopen with hybrid for in person instruction. Families could choose the charter school and would have to disenroll from their current school.

In option 3, it would be a hybrid model with option of charter school or district learning. The bell schedule is still being negotiated. She felt that in the best interest of students, option 1 and 2 should be highly considered. If you want to stay with distance learning through the next 6 weeks, then she recommends option 1. Our county shows in tier red and Dr. park expects that will continue. Ask yourselves as a board if you want to wait it out and reassess. You can do that as long as we are in red. Should we move back to purple then we stay.

Dr. Stephens commented that whatever decision made is a short-term decision. The ultimate goal is to move kids back to the classroom when safe. He concurs with Julie on options 1 and 2. We offered 3 for more choices, but not sure that we can meet their needs. The charter school is all online. It is independent learning and not a program option that is conducive to learning needs of a lot of our students. We would want to make sure it is a program model that is a match for students to be successful. Whatever decision is made will also apply to TYAP. We could bring them back to a cohort model. Most families wanted kids to go back. We opened with distance learning out of a directive from the governor. We have communication ready whatever you decide. In addition, we have built in questions where we ask families to confirm their option. The goal is to have those numbers by the end of the week so that we can start preparing. It is a tight timeline. We have a plan on paper and executing it will be all hands-on deck. We are opting for hybrid because it gives us the capacity to social distance to the best of our ability. We will also keep families together that have blended households, with different last names. We will provide class splits to the sites so that they are evened out as much as possible in TK-6 grade. If we go to hybrid or charter, they may not keep the same teacher. Jefferson has chosen to stay in distance learning and many of those students have siblings in our high schools and could have scheduling issues. She also gave an update on the K-5 devices and distribution plan. Special education students have received their devices.

The board shared various comments and concerns. Guidelines have suggested to open in a hybrid model and then transition to 100%. SDC classes would return in cohorts if the district remains in district learning. We would also move forward with our preschool to grade 3. Trustees were concerned on following the guidelines of San Joaquin County Public Health and continue to base our decisions on that. Some also feel that the social and emotional health are being damaged right now. Students have been out for 8 months. Some doctors are not in favor of opening at this time. Modesto High School had 14 staff members come down with it. They are also concerned about kids getting their lunch and

breakfast. Some go without meals if they are not in school. There are kids who are parenting to their siblings. We also need to consider what is coming in the next few months, Halloween, Thanksgiving and Christmas. They have received many emails that students have all been acclimated using distance learning. The winter flu season is coming up and they are expecting a rise in COVID cases. Our goal is to have all back 100%. The county is telling us that we can go back. We do not know what will happen. Some students want to go back but not until after their finals. Other issues are that kids are not turning their cameras on, they are not logging in and not turning in their assignments.

Dr, Stephens commented that this has been a quality discussion and it is clear that all of the board members are passionate about these issues. At some point we need to get a motion and a second and start to vote on the options.

This will not affect sports. They are in conditioning now and would move forward. Charter students would not be able to participate in sports.

Moved to move up Item 14.2.1 to vote.
Abercrombie, Costa **Vote:** Yes-7; No-0.

Motion to stay in distance learning Option 1:
Abercrombie, Kaur. **Vote:** Yes-3; No-4(Silcox, Alexander, Costa, Souza) Motion failed.

Motion to go to Hybrid Model starting November 2nd Option 2:
Souza, Alexander. **Vote:** Yes-4; No-3(Abercrombie, Kaur, Pekari)

Hearing of Delegations

11.

Karen Williams: I want to address the board about the school reopening agenda item. I would like the district to choose option #1 and continue distance learning through December 18th. At that point school will be on break for 2 weeks and then hopefully we will have more conclusive numbers about reopening full time. A hybrid half-day model isn't going to work and will actually given the students LESS instructional time than what they are currently receiving on distance learning. Keeping children's education as the priority, we need to choose whatever options gives them the most instruction. We also need to consider full day instruction options when we return to school.

Tara Hackney: To whom it may concern,
I have been working for the Tracy Unified School District since October 2017. I was first hired as a one-on-one IEP para for Tracy High School. I worked with an amazing student for over a year. In late 2018 I took a chance and applied for a classroom para 2 position at West High School in the special needs department. I got the job and started working in the classroom in January of 2019. I absolutely loved my job. It is fast paced, a little hectic at times, and the working with the students has been an experience of a lifetime. It is thanks to that classroom that I realized I wanted to teach and enrolled in the schooling opportunities provided by our union.

Working in that classroom led to something new every day and a fulfillment I have

never known from a job before. Which is why, in July when I was laid off from my position as the sped classroom para, I was truly devastated. It was a punch in the gut to think that I would never work with the amazing students I have had the pleasure of getting to know that past year. Luckily, I was informed by HR of an opportunity in my old position as a one-on-one IEP para. The job was still at West High, which made me happy because I knew I could say hi to the students I had worked with from time to time.

When it came time to go to the school to begin distance learning I still had no idea who my student was going to be. I arrived and went to the Principle's secretary to find out, but she was unaware of my shift in positions and did not know who my student was. I then went to ask our new head of the sped department at our school. He did not know so he decided to email our program specialist, Melissa, and we waited for an answer. She emailed back saying that I was not a one-on-one para and that my paperwork showed I was a classroom para. I figured there was a slight miscommunication and that it would be fixed before the end of the week. During the time I was waiting for a reply, I was informed that the classroom I worked for was down 2 para educators because the other para educator I worked with was moved to another site. Not only that the teacher for the SH (severely handicapped) classroom that I worked with had decided not to return and the substitute teacher put in charged was short on the help he needed in the classroom. Since there was no student given to me at the time our director said it was ok for me to help in the classroom since the SH classrooms, by my understanding, are required to have at least two para educators in the classroom. I was more than happy to work in the classroom until I was told of my student.

For the past two months I have continued to work in the classroom providing aide to the substitute teacher. During that time, I have learned how to run teams, implemented different programs for our students to use for learning, and even set up virtual classrooms and flash cards for our staff and students to access. I have been front in center by the teacher's side during every class and helping to make sure the day runs as smoothly as possible, even through the occasional hiccups of technology. All the while, a student was never brought to me, and I continued to work in my old position, under a different title.

Then October 6, 2020, I received a call from Sean Brown the director of the entire special needs department. I was informed that the student that I was never given no longer needed a one-on-one para and my position was being taken to this very board meeting for the possibility of being eliminated. You can understand my confusion that for the second time in three months that I was being told I lost the job I was hired to do. It was especially confusing since when I took this one-on-one assignment, I was never given the chance to work with the student who now doesn't even need me.

This news is more unsettling as it comes at the same time of rumors that our SH students may be coming back to us soon. As I mentioned earlier, the teachers in the SH classrooms are required to have at least two para educators with them to assist in the classroom. This is especially important when students return to the classroom setting. I have proven myself an asset to my teacher and other members of the staff. I am always willing to pull my weight plus more for our students to get the most out of their learning experience. I'm willing to assist general education teachers when one of our students are in their classroom, and I am always willing to volunteer an idea to make things easier on everyone. Whenever I learn of a new idea that I think our students would enjoy, I fully research it and

suggest it to my teacher to utilize in her teaching plan. I would like to request a chance to fill in for the position of the para that was transferred to another site over the summer. It is a position that needs to be filled anyways because of the classroom requirements of two paras per SH classroom and I feel I have proven my ability to be an asset to the team. The students and parents already know me, and I know and understand my students and how I can best help them achieve the most out of their days in school.

Tim Wall: My name is Tim Wall. I am writing to you as a TEA site representative for Kimball High School. After conducting a survey of our members on campus, 97% responded, with a vote of 55 to 8 in favor of Option 1 (staying in distance learning through the end of the semester). The 8 remaining votes all supported Option 2. The survey did not ask teachers to explain their reasoning, so I will not attempt to analyze the data for you. I would like to say, simply, that such an overwhelming majority suggests a desire on the part of Kimball teachers to wait to implement any attempt at hybrid learning to, at the very least, the beginning of the second semester (January 4, 2021). I sincerely hope that you will consider this data in how you plan to vote. It is not clear that other campuses conducted a similar survey, but we wanted to make sure that, if nothing else, Kimball's voice was heard.

Aveen Grewal: Hi I am a student at Kimball High and I feel that reopening schools to come back in November is not a good idea. It is flu season which already makes getting the virus worse. We have thanksgiving break and Christmas break happening as well and I think the students should get to spend this time with their families. It would be wise to complete this semester online Because coming back is a huge change that a lot of students including myself are not ready to adapt to. Having winter break to prepare ourselves for our arrival in January makes much more sense and gives me peace knowing that I will have 2 weeks to prepare and start the new year fresh in a new semester. A lot of students also have grandparents living with them and that does concern a lot of us Because we don't want to put our families at risk. It would be smoother to come back next semester and finish this one online. Thank you for your time.

Stephanie Mason: My name is Stephanie Mason, and I am a teacher at Kimball High School. I am writing to express my concerns related to the Board's consideration of reopening schools (Item 14.2.1 on the October 13, 2020 Tracy Unified School District Governing Board Meeting Agenda). I urge you to vote for Option 1—to continue distance learning through December 18, 2020. It makes little sense to institute a hybrid schedule that would force students to learn a new routine six weeks before the end of the current semester. Students took considerable time adjusting to the distance learning schedule that was put into place at the beginning of the year. The final six weeks of a semester is a time when students should be focusing on finishing outstanding assignments, studying for their finals, and making sure their grades are the best they can be. Changing students' routines during a time period which is stressful under normal circumstances, to say nothing of during a pandemic, is not a sound educational practice. The proposed hybrid schedule also reduces teacher-student contact time by a full instructional day (down to two contact days as opposed to the three we currently have in distance learning). More student stress and less "face-time"

(virtual or otherwise) equates to less overall learning. A major concern of those who would have us return to school as soon as possible is the perceived lack of social interaction between students in a virtual environment. As Kimball's Activities Director, I want nothing more than to go back to school and plan events that are what make high school memorable. However, I fear that if we go back too soon, we are endangering the few potential events we might be able to actually hold this year. A failed re-entry means no rallies, no proms, and no full graduation ceremonies. Delaying our return until at least January allows our community an opportunity to further mitigate the virus and gives us a fighting chance at being able to finish the school year in a way that our hard-working students deserve. Furthermore, I am disheartened that this district did not actively seek recent input from its employees prior to this vote. There are school districts in neighboring counties with lower virus positivity rates than ours which have decided to remain in distance learning until January. This was, in large part, due to information their governing boards received from numerous employee and constituent surveys conducted before any decisions were made. For a district that prides itself on data-driven decision making, the lack of proactive stakeholder engagement is concerning. The decisions you make this evening will determine whether or not the progress we have made thus far will have been worth the sacrifices we have endured. You have one opportunity to make the right choice. I implore you to make this decision based on what is in the best interest of all stakeholders, not just those with the loudest voices.

Lorena Sanchez: I am writing to address the board about item 14.2 the reopening of schools. As a teacher and a parent I do not want to return to school at this time. I feel it is not safe, and will cause undue harm to families and staff. Many school districts around the world have had to shut down only weeks after opening because of the spike in Covid-19 infections. Having students return only to send them home again two weeks later is a disservice to them and to their families. On top of all this, our classrooms are not safe enough for teachers to feel safe. We only get one small table-top divider to separate us from students. That small piece of plastic will not protect us from the airborne particles. Also, most classrooms do not have proper ventilation-regardless of what filters the district has put in- as shown during the recent fires, when classrooms were filled with smoke. Do not put our children at risk, and do not make teachers choose between their safety and their livelihood. Keep distance learning at least until January.

Kaleigh Felisberto: Members of the school board,
I am a teacher in TUSD. I would like to urge you to maintain the distance learning model we are currently using. While distance learning has presented many logistical and socioemotional challenges, students and families are now increasingly adjusted to this set up. Returning in person upsets this routine, puts everyone's health at risk, and does not fully restore the benefits of on-campus class. Students cannot safely work together in small groups in person or utilize classroom supplies at this time. I cannot safely provide one-on-one support to students in person. Even with one-directional seating, proper social distancing is not truly possible. Students cannot safely eat or drink on campus as it would require them to remove their masks.

The proposed precautions seem insufficient to ensure everyone's health. Taking temperatures has not been shown to be an effective way to screen for COVID-19.

Schools must close again if 5% of the campus population tests positive. But children have been exhibiting fewer symptoms than adults. If there is no plan for mass testing, how will we know if we hit that benchmark?

While we all want to return to some semblance of normal services, returning to campuses now puts students, staff, and our community at great risk. Please consider remaining in distance learning at least through the current semester. Thank you for your time.

Nora Mandujano: I wish we could continue distance learning until January. My family has been hit hard by COVID 19 with already two family members passing away and many more infected. It's not safe for students to return to on-campus learning and I believe it wouldn't be prudent to send our kids back to school before the holidays since many cases could result from holiday parties.

Alex Kirby: I'm concerned about opening schools back up when we are about to head into the flu season. Can there be an option where you can choose to have your children continue to school remotely and stay enrolled in their schools? I'm concerned about the well being of our children, Teachers and their families. Yes things are better now, but this feels like the calm before the storm.

Brandi Hoffert: I would like to know why the School board or School District is always leaving out the young adult program I have brought this issue up to many district leaders as well as some of the school board. For a district that talks about how important inclusion is, as a parent I don't see it. The young adult program is funded and is a program in the TUSD school district. We have not been mentioned in many meetings. In the reopening plan there was no plan in place for the young adult program. The plan only gave information on K-12 why are we constantly left out of important information. Do our kids not matter? As a parent we deserve to know this importation information. We want to know what the Plan is for our kids if we choose not to send them back. Board trustee Lori Sousa told me she thought maybe the information was in the reopening plan but she did not know for sure because she did not watch it. Don't you think Board Members should know this kind of information they are the ones voting on things for our kids in this district. We need our kids to MATTER !!! Make that happen please.

Eden Matelski: Please allow families to choose what option is best for their child returning to school. Please vote for Option 3~ Reopen schools with Hybrid model and provide Charter option or Distance Learning option for families. This will meet MORE student needs. You will not please everyone in ANY decision you make and there isn't a one size fits all, here. Thank you.

Jesse Telles: In a place my dad works there was an outbreak of covid, this happened a few days ago and we don't know who else has it if it got out of hand. My dad could possibly have it and therefore puts me at risk of having it and spreading it to everyone I have class with. This is only my story and I'm sure the one thousand and five hundred people at this school have their own stories. These can happen at any time or any point making it unsafe to return to school at this point. Not only the above problem I said, flu season could greatly increase the spreading of the virus. If there is an outbreak the blood will be on your hands for an unreasonable reason. There's not need to come back to school currently. We have learned the way of online school and we are in the middle of a quarter which

just makes it more complicated to integrate back into school at this moment. We should go back to school when flu season is over and when a new quarter starts. I don't want to put my friends in danger and I don't want to be put in danger all because some people who don't go to the schools and don't understand what we go through made that decision for me. It's a stupid idea to allow us back in November. The best bet is in January when there's less school left and less sickness as in the flu. Thank you for reading and please consider my point of view.

Melanie Alexandre: I have a few comments for consideration of the school board members and superintendent during the discussion of the school reopening agenda topic 10.2.2:1. It would demonstrate effective communication and community involvement if detailed safety plans and procedures for school reopening could be made available at least 30 days prior to resumption of onsite school instruction. School plans should be highly customized and adaptable for each setting i.e. elementary school plans would likely be very different than high school plans. The CDC has guidelines for creating these plans. 2. Parents and teachers should be given the opportunity to decide if they want to continue with distant learning or hybrid model. The district can use this information to plan accordingly. 3. There should be considerations to increase the amount of direct instruction for students if virtual learning continues.

Robin Mohlenhoff: I am one of the Mod/Severe teachers at West High School. I have worked with Tara Hackney since the 2019/2020 school year. I would like to say that she has been a great support to our program. I have observed Tara working in the classroom on many occasions. She has a great rapport with our students. During distance learning, Tara is always engaging with the students. She has helped our students transition to learning from home and has helped them to feel comfortable with the Teams platform. She is always coming up with different games and classroom activities to implement into a lesson. Tara is someone who takes initiative, is always on time, enjoys working with our population of students and takes pride in her job. Our program benefits from having Tara apart of the classroom.

Linda Newman: Please vote for the option that does not return to in person learning for now. Cases are rising in numerous countries and states, vaccine trials have been halted by two companies in the past two days. When our county reaches capacity again we will just have to return to distance learning. We finally have a good rhythm going and my kids are thriving. I know it's overwhelming and hard on many days for everyone involved but think of the loved ones you'll miss forever should our children pass this virus onto the vulnerable.

Tracy is filled with many families who have multiple generations in their homes. Can you imagine the guilt our children would have to face if their loved one died because of them? Please wait to bring our kids back to in-person learning until there is a better understanding of this virus and a future for a vaccine. Thank you to all our amazing teachers who have been so patient and understanding throughout this.

Rodica Vatan: I'm writing for Tara Hackney, that, she is a hard working para educator, she is an asset to the Sped department. She has a heart for the students

And they work/respond well with her teaching skills . I learn much from her and she is very well educated and a great coworker! Please consider to continue to have her at west high school as teacher needs her great work and cooperative gift. Thank you much.

Marisa Grezdo: First, have you had an opportunity to see Lammersville calendar for re-opening? Also have the following questions been addressed: when we return, Will rooms be disinfected between periods? If so, who does this? Will each student need a temperature check? This will consume class time? Will high school students be required to bring fully charged devices? If not, what are the consequences? We need adequately ventilated rooms. School districts have been providing Ir purifiers for classrooms. Will we also receive those? Are we expected to have open windows in the winter? What about rooms with no windows? How do we share supplies? We don't have funds for 1/1 supplies and cannot legally ask students to provide any. Papers, how do we collect/correct them? We will need to make more copies which means more teacher congregation and share points. These are just the tip of the iceberg. We have a lot of considerations to address before we return safely to campuses.

Robert James: Regarding schools reopening with students, will the district require 6 feet distance between students and between students and staff? What will be the procedure/process (remedy) be to address students (and staff) that are defiant in appropriate use (wearing) of an CDC approved mask?

Sandeep Kaur: I am a parent of a student who enroll in TK program in Wanda Hiershy Elementary School in Tracy. I have a concern that TUSD offer any independent study program for children who enrolled in TK program like TUSD offering program for K -12 Grade. Due to Covid -19 I am worried to send my daughter to attend in person class. Please continue classes for TK on Microsoft Team whose parents do not want to send their children to attend in person class due to Covid -19.

Lorri Peterson: My question is in regard to the school reopening plan. It has been reported in the Los Angeles times that Shasta and Tehama counties recently moved back to higher tiers, with Tehama going back to Tier 1, the most restrictive tier. It has also been reported districts such as Rocklin, California have been finding it difficult to hire substitutes for all of its staff, classified as well as certificated. That district even suggested that they would take people who had never substituted before and help them become subs, because they have reopened their schools. If Tracy Unified School District re opens its schools, how will we address issues such as those these other districts and counties are currently facing? Regarding Re opening of schools I have a comment. My students have settled into their new routine and even as I write this, I can see they are posting their assignments. The first weeks were difficult and establishing a routine was very hard. I do not think moving to a hybrid plan would be beneficial to our student body (I teach middle school) as we would likely lose more precious time while students learn new routines. Keep our schools in the safest situation possible for everyone's health. This model is working now.

Ryan Wasurick: What measures are in place to provide testing for the student

population? What are the conditions to close schools again? If student covid test rates are the benchmark for re-closing the schools, are students being provided tests regularly and are tests mandated? Is staying home when sick, mandated? How is this being enforced? Is teacher covid testing provided by the district? Is there a number for how many staff members get before it is considered unsafe? What are the protocols for reporting social distancing guideline violations? If students have a fever, does the student get sent to the office and is there a safe waiting place for the student? Why is the comments section only open for 1 hour before the meeting has started? This feels very limiting and now people cannot comment on new information they hear. What data has been collected directly from teachers to help inform the decision to re-open schools? To evaluate the urgency of moving back to in person learning it is critical to evaluate the efficacy of distance learning

Claudia Rodriguez Zanuto: I believe school should resume in hybrid mode after winter break. I believe it is too early to send kids back to school. COVID is still strong on our county.

Public Hearing:

12.1 Administrative & Business Services: None.

12.2 Educational Services:

12.2.1 Conduct a Public Hearing Regarding the School Readiness Preschool Program Closure and the Reopening Plan for the 2020-2021 School Year. (Separate Cover Item)

Opened public hearing 9:13 p.m.

No comments were made.

Closed public hearing 9:14 p.m.

Consent Items:

13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.

Action: As amended 13.3.4. Alexander, Silcox. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (September, 2020)
(Separate Cover Item)

13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year

13.1.4 Approve Payroll Reports (September 2020)

13.1.5 Approve Revolving Cash Fund Reports (September 2020)

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2020-2021 School Year

13.2.2 Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2020-2021 School Year

- 13.2.3 Approve Agreement for Special Contract Services with Park Avenue Physical Therapy for Physical Therapy assessments for the 2020-2021 School Year
- 13.3 **Human Resources:**
 - 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
 - 13.3.2 Approve Classified, Certificated and/or Management Employment
 - 13.3.3 Approve Student School Counseling Fieldwork Agreement with Grand Canyon University
 - 13.3.4 Approve the Revised Instructional Calendar for 2020-21 and Classified and Certificated Calendar listings for the 2020-21 school year

Action Items:

- 14.1 **Administrative & Business Services:**
 - 14.1.1 Clarification of Resolution #20-05, Recertifying the Appropriation “Gann” Limits for the 2019/20 School Year for Tracy Joint Unified School District
Action: Silcox, Costa. **Vote:** Yes-7; No-0.
- 14.2 **Educational Services:**
 - 14.2.1 Consider and Approve Options to Reopen Schools
This item was moved up on the agenda to Item 10.2.2.
Action: Motion to stay in distance learning Option 1:
Abercrombie, Kaur. **Vote:** Yes-3; No-4(Silcox, Alexander, Costa, Souza) Motion failed.
Action: Motion to go to Hybrid Model starting November 2nd Option 2:
Souza, Alexander. **Vote:** Yes-4; No-3(Abercrombie, Kaur, Pekari)
- 14.3 **Human Resources:**
 - 14.3.1 Adopt Resolution 20-08, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds
Action: Silcox, Alexander. **Vote:** Yes-7; No-0.
 - 14.3.2 Approve Revised Job Description for the Secretary to the Director of Information Services and Educational Technology
Action: Alexander, Silcox. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Abercrombie sends his condolences to the families of TUSD staff members Kelly Smith and Christine Toon. It was a pleasure getting to know them. Trustee Alexander passed. Trustee Costa commented that this was a difficult decision for all and not one decision will make everyone happy. We do the best we can. The teachers, classified staff and students have been amazing. Administrators have done wonderful work in putting together the safety plans. She has received many emails that were full of emotion and it was difficult. We need to bring kids back and she hopes that administrators at each of the schools will allow teachers a time to plan and execute to continue to do the wonderful job they are doing. Trustee Kaur passed. Trustee Silcox passed. Trustee Souza commented that it has been a tough night. She thanked everyone. As a social worker, social and emotional health is her platform and she would like to get the kids back in school. She is sorry that there will be a group that is upset. She thanked everyone for their emails. She has read them all and took it into consideration. Trustee

Pekari thanked everyone. We have received a lot of input and take this seriously. He thanked Steve for mentioning condolences and there was also Sharon Moore who also passed away in the last few weeks. We send condolences to all of the families.

**Superintendent
Report:**

Dr. Stephens thanked the board for their efforts tonight. This has been a difficult decision. No matter what decision you made it would have upset someone. That's the price of leadership. The district will do the best they can. He thanked the district administration and all administrators. He received negative results on his test and will be back in the office on Friday afternoon. He thanked the district admin who have stepped up in his absence.

Adjourn: 9:26 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: October 12, 2020
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

Tracy Unified School District:

1. Tracy Unified School District: From Barbara Pinto-Choate, 13 boxes of used and new choral, orchestral, and band printed music valued at approximately \$3,000.00. This donation will benefit all grade levels within Tracy Unified School District's music program.

George Kelly Elementary School:

1. Tracy Unified School District/George Kelly Elementary School: From Walmart Supercenter – Tracy, student school supplies (such as pencils, crayons, paper, folders, etc.) valued at approximately \$1,000.00. This donation will benefit the instructional program for students and staff at George Kelly School.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs,

maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District.

Prepared by: Dr. Rob Pecot, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: October 13, 2020
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year.

Prepared by: Jill Carter, Director of School Business Support Services & Purchasing.



2020/2021 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Hirsch Elementary PTO		<i>Current</i>
Freiler Staff Parent Association		<i>Current</i>
George Kelly Parent Faculty Alliance		<i>Current</i>
Jacobson Staff Parent Association		<i>Current</i>
Jaguar Theatre Booster Club		<i>Current</i>
Kimball High School Athletic Booster Club	<i>Recommended for Approval</i>	
Kimball High School Music Boosters, Inc		<i>Current</i>
North School Parent Club		<i>Current</i>
Poet Christian PTSA		<i>Current</i>
South/West Park Parent Club		<i>Current</i>
Tracy High Baseball Boosters, Inc		<i>Current</i>
Tracy High Bulldog Band Booster Club		<i>Current</i>
Tracy High School Football Boosters		<i>Current</i>
THS Volleyball Booster Club		<i>Current</i>
Villalovoz PFC		<i>Current</i>
WHS - Homefield Advantange Athletic Booster Club		<i>Current</i>
West High Science Boosters		<i>Current</i>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 30, 2020
SUBJECT: Ratify the Purchase of Edgenuity Online Curriculum for Grades K through 5 for the Tracy Independent Study Charter School (TISCS)

BACKGROUND: On August 11, 2020, Tracy Unified Board of Trustees approved a request to expand the grade levels of the Tracy Independent Study Charter School from grades six through 12, to now include grades K through five. It was determined that the expansion of the non-classroom-based charter school, under the direct control of the School District, to Kindergarten and grades 1-12 would be advantageous to the District both by providing an additional educational choice in the region and by recapturing ADA lost to District students who have enrolled in independent study at public charter schools or private schools. In addition, as the temporarily offered TUSD Independent Study Program is phased out as the end of the first semester nears, students currently enrolled in the Independent Study Program, will, with parental consent, be transferred over into the TISCS. Curriculum is now needed for these expanded grade levels. This board agenda needs to be ratified with the new November 2nd start date of the hybrid instructional model in TUSD. The K-5th grade Edgenuity curriculum needs to be up and running for the students who are not comfortable returning to school in the hybrid model.

RATIONALE: In light of the expanded grade levels for the Tracy Independent Study Charter School (TISCS), online curriculum is needed for the new K through 5th grade levels. As TISCS currently partners with Edgenuity to provide the complete online curriculum for its existing grades six through twelve, the District will again look to Edgenuity to provide online curriculum in the areas of Science, Social Studies, Reading/Language Arts and Mathematics, as well as other supplemental subjects to our K-5 students. Edgenuity Software meets all of the following (TISCS) needs: Direct instruction, one-on-one, virtual tutoring, blended learning, and small group instruction; it is an online learning platform that delivers personalized learning; the Edgenuity online curriculum aligns to the Common Core State Standards (“CCSS”), Next Generation Science Standards (“NGSS”), the History-Social Science Framework, English Language Development standards (“ELD”), and remaining State Content Standards (collectively “State Standards”). The self-paced learning and pretesting in the online curriculum allows students to spend more time on what they need and less time on content they’ve already mastered. Edgenuity provides students who struggle academically with personalized instruction

that focuses on the skills and concepts they have yet to master, which is crucial to their future success. Edgenuity's online intervention programs help educators pinpoint specific learning gaps and provide targeted, data-driven instructional pathways to help students catch up, keep up, or get ahead in Math and English Language Arts/Reading. This Agenda Item supports District Goals: # 1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; # 2 - Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and # 3 - Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost of the Edgenuity K-5 Online Curriculum Platform will be \$9000.00 and is to include training for TISCS staff. The funds will be provided by Tracy Independent Study Charter School (TISCS) Funding.

RECOMMENDATION: Ratify the Purchase of Edgenuity Online Curriculum for Grades K through 5 for the Tracy Independent Study Charter School (TISCS).

Prepared by Dr. Mary Petty, Director of Student Services, TISCS Administrator.



Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Price Quote for Services
Tracy Unified School District
Tracy CA
Account Number 734040
Quote Number 171261
Total \$9,000.00
Date 9/28/2020

Thank you for your partnership!

Payment Schedule

Contract Start

11/1/2020

Contract End

6/30/2021

Site	Description	Comment	End Date	Qty
	Odyssey supplemental Science grades 1-6 and Social Studies grades 2-6		06/30/2021	1
	PD KnowlEdge Academy Add-on per Building		06/30/2021	1
	Pathblazer K-5 Reading and Math Site License		06/30/2021	1
	Professional Development Webinar Training		06/30/2021	2

1. Tracy Independent Study Charter School

Subtotal \$9,000.00

Total \$9,000.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

Tracy Unified School District

Edgenuity Inc. Representative

Signature:

Jesse Tafolla
jesse.tafolla@edgenuity.com
530.760.7043

Print Name:

Title:

Date:

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 12, 2020
SUBJECT: Approve Agreement for Special Contract Services with Crossroads, San Joaquin County Probation Department, for the 2020-2021 School Year

BACKGROUND: Tracy Unified School District (TUSD) offers students and families with interventions to interrupt maladaptive behaviors, including substance abuse counseling. Crossroads, San Joaquin County Probation Department, has collaborated with TUSD to support students who have been suspended for substance-related offenses.

RATIONALE: There are many potential benefits to coordinating virtual substance abuse classes for students. Crossroads, San Joaquin County Probation Department, provides a spectrum of interventions tailored to the needs of individual youth and his or her family. The program's primary focus is to effectively address the needs of pre-delinquent youth in an effort to prevent escalation of behavior to the juvenile justice system. This service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff; Priority 8) Other Pupil Outcomes; Action 2) Contract with outside agencies to provide academic, social/emotional, and behavioral support for the needs of all students in K-12.

FUNDING: Crossroads, San Joaquin County Probation Department, provides this service at no cost to the district.

RECOMMENDATION: Approve Agreement for Special Contract Services with Crossroads, San Joaquin County Probation Department, for the 2020-2021 School Year.

Prepared by: Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Crossroads, San Joaquin County Probation Department, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To provide virtual Substance Abuse Counseling classes to students during the 2020-21 school year.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 () **[X] HOURS [] DAYS**, under the terms of this agreement at the following location Prevention Services.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$0.00 per **[X] HOUR [] DAY [] FLAT RATE**, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District **[] SHALL [X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a **[X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 12, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Days at South/West Park Elementary School during the 2020-2021 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn. TUSD will already be providing one day of mental health services to South/West Park Elementary during the 2020-2021 school year. South/West Park Elementary School wants to provide additional support to ensure that all of their student's emotional needs are met.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. South/West Park Elementary will contract with Community Medical Centers to provide targeted and intensive behavioral health interventions. This effort supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The cost will not exceed \$33,120 and will be paid with Site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Days at South/West Park Elementary School during the 2020-2021 School Year.

Prepared by: Ramona Soto, Principal, South/West Park Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Community Medical Centers, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide additional Mental Health services at South/West Park Elementary School for the 2020/2021 School Year

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 552 () **[X] HOURS** [] **DAYS**, under the terms of this agreement at the following location 500 W Mt Diablo, Tracy, CA.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$ 60.00 per **[X] HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 33,120.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** **[X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a **[X] MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 28, 2020, and shall terminate on May 28, 2021.

5. This agreement may be terminated at any time during the term by either party upon Thirty days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ramona Soto, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☒] **WILL** [☐] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 9, 2020
SUBJECT: **Approve Agreement for Special Contract Services for One Day at a Time (ODAT) for the 2020 – 2021 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) has offered student-counseling services for the past 5 years at various school sites. West High has purchased additional services from Valley Community Counseling because of the high number of students who access and benefit from the services provided. An additional three (3) days per week or total of 748 hours. During distance learning the counseling will be virtual subject to change to in-person should TUSD return to on sight instruction of students.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports which TUSD uses as a framework to navigate student success. This benefits students who are struggling to meet academic, attendance or behavioral standards. Valley Community Counseling will provide mental health counseling and support to students at West High for the 2020-21 school year. This meets district Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost for additional services at West High will not exceed \$37,400 and will be paid with Title 1 funds, Site Plan goal 2b4.

RECOMMENDATION: Approve Agreement for Special Contract Services for One Day at a Time (ODAT) for the 2020 – 2021 School Year.

Prepared by: Dr. Zachary Boswell, Principal West High School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and ONE Day At A Time (ODAT), a fiscally sponsored project of Community Initiatives, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: ODAT will provide on going support services for 25-30 students at West High school as an independent contractor. They will provide at their expense all labor, materials, equipment and other items necessary to carry out the terms of this agreement. Vendor shall hold youth group meetings on webEx or zoom once per week for 1 hour w/an additional 30 minute prep time; one to one includes personal check in's with students who need extra support. Home visits as needed, student progress monitoring, accurate records of student interactions, program impact assessment by July 31, 2020.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 12 per week () ☒ HOURS [] DAYS, under the terms of this agreement at the following location West High or online platform.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$70.00 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$26,040. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on November 2, 2020, and shall terminate on May 31, 2021.

5. This agreement may be terminated at any time during the term by either party upon fifteen (15) days' written notice of termination delivered by certified mail, return receipt requested.

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Heidi H Gatty VP, Client Services

Contractor Signature Title

94-3255070

IRS Identification Number

One Day at A Time, a project of Community Initiatives

Title

1000 Broadway, Suite 480

Address

Oakland, CA 94607

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval



EDUCATIONAL SERVICES

MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 15, 2020
SUBJECT: **Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2020**

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the July 15, 2020 – October 15, 2020 reporting period.

RATIONALE: The quarterly report for the period of July 15, 2020 through October 15, 2020 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2020.

Prepared by: Tania Salinas, Director of Continuous Improvement, State & Federal Programs.

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
 [Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Tania Salinas Title: Continuous Improvement, State & Federal Programs

Quarterly Report Submission Date: ☐ January 15, 2020
 (check one) ☐ April 15, 2020
☐ July 15, 2020
☒ October 15, 2020

Date for information to be reported publicly at governing board meeting: October 27, 2020

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Brian Stephens
 Print Name of District Superintendent

 October 6, 2020
 Signature of District Superintendent Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 14, 2020
SUBJECT: Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cue, Rachel SDC K/1	Central	10/13/20	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arroyo, Ana Parent Liaison	West High	10/07/20	Accepted a HS Administrative Secretary position
Costa Alongi, Ana Bilingual Para Educator	West High	10/07/20	Accepted Translator/ Clerk Typist position
Bauer, Dan Irrigation Specialist/Gmnds/Mechanic	MOT	09/30/20	Personal
Halliday, Kristin School Supervision Assistant	Freiler	09/04/20	Personal

Prater, Loran
Special Ed Para Educator I

Tracy High 10/09/20

Personal

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 14, 2020
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Gusman, Victoria

Pierson, Lisa

BACKGROUND:

Arroyo, Ana

Cordero, Claudia

CERTIFICATED

2nd Grade (Replacement)
South/West Park Elementary
“B” Step 1, Class III, \$42,257.00
Fund: General Fund

Special Ed. SDC K/1 (Replacement)
Central Elementary
“B” Step 4, Class IV, \$48,724.00
Fund: Special Education

CLASSIFIED

H.S. Administrative Secretary (Replacement)
West High School
Range 32, Step E - \$22.56 per hour
8 hours per day
Fund: General Fund

Parent Liaison (Replacement)
Tracy High/Kimball High
Range 28, Step B - \$17.87 per hour
8 hour per day
Fund: Targeted EL

Costa Alongi, Ana
Translator/Clerk Typist (New)
West High School
Range 28, Step C - \$18.72 per hour
8 hours per day
Fund: IASA-Title I Bas Grants Low Income

Mataafa, Paratissa
Utility Person III (Replacement)
MOT
Range 38, Step C - \$23.67 per hour
8 hours per day
Fund: General Fund and Special Ed
Transportation

Millan, Giovanna
Preschool Instructor (Replacement)
North Preschool
Range 30, Step C - \$19.59 per hour
7.5 hours per day
Fund: Other local #5 and Child care &
Dev-gain Mrkt Srvy

Prater, Loran
Special Ed Para Educator I (Replacement)
Tracy High School
Range 24, Step A - \$15.56 per hour
6 hours per day
Fund: Special Education

RECOMMENDATION: Approve Classified, Certificated and/or Management
Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 6, 2020
RE: Approve Student School Counseling Education Fieldwork Experience Agreement with CSU Stanislaus

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between CSU Stanislaus and Tracy Unified School District will expand options for meeting staffing needs. This agreement is effective October 27, 2020 through October 26, 2025.

RATIONALE: Students working on their field experience will be placed with fully credentialed school counselors within our District who are willing to supervise these students. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Student School Counseling Education Fieldwork Experience Agreement with CSU Stanislaus

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

CALIFORNIA STATE UNIVERSITY, STANISLAUS COUNSELOR EDUCATION FIELD EXPERIENCE AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of **CALIFORNIA STATE UNIVERSITY, STANISLAUS**, hereinafter called "University," and, **TRACY UNIFIED SCHOOL DISTRICT** hereinafter called the "District," collectively together called, "Parties."

1. The District shall provide to University Counselor Education candidates, counseling field experience through practice counseling in schools and classes of the District. Such practice counseling shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District shall have the right, after consultation with the University, to refuse to accept further placements of the University's Counselor Education candidates who in the District's judgment are not participating satisfactorily in the program.

"Counseling field experience" means active participation in the duties and functions of the:

- a. School Counselor: The Counselor Education candidate for the Pupil Personnel Services Credential program receives training in academic counseling under the supervision and instruction of employees of the district holding a valid Pupil Personnel Services (PPS) credential in School Counseling or School Psychology.
-
2. An assignment of a Counselor Education candidate of the University to practice counseling in schools of the District shall be, at the discretion of the University. The program will determine the length of the assignment. The assignment of Counselor Education candidates of the University to practice counseling in the District shall be deemed to be effective for purposes of this agreement as of the date this agreement is executed.
 3. The District shall not employ discriminatory practices in its selection of students and in its performance hereunder on the basis of sex, sexual orientation, race, color, ancestry, ethnicity, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave.
 4. The parties agree that the District does not assume, nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any University Counselor Education candidates while Counselor Education candidates are on the premises of the District or while performing any duty whatsoever under the terms of this agreement or while going to or from any of the District's facilities.
 5. The parties agree that the University is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any University Counselor Education candidates while Counselor Education candidates are on the premises of the District or while performing any duty whatsoever under the terms of this agreement or while going to or from any of the District's facilities.

University shall inform each Counselor Education candidate regarding the lack of coverage for Worker's Compensation Insurance by either party.

6. The State of California has elected to be self-insured for its general liability, vehicle liability, and workers' compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program. Under this form of insurance, the State and its employees are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state property.
7. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. A separate additional insured endorsement shall be provided to include the District and its officers, officials, employees, agents and volunteers as additional insured in the policy. Proof of professional liability insurance, to include one million dollars (\$1,000,000) per occurrence for Sexual Abuse/Molestation will also be provided.

Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide Agency with evidence of insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. **The term of this agreement shall be for a period of five (5) years commencing on October 27, 2020 and terminating October 26, 2025.** However, either party may terminate after giving the other party sixty days (60) advance written notice of its intention to terminate. Any such termination by the District shall not be effective, at the option of the University, for any Counselor Education candidate until such Counselor Education candidate has completed the program for the then current academic year.
9. District shall be aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

10. This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. This agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Trustees of the California State University
California State University, Stanislaus
One University Circle
Turlock, California 95382

By: _____
Julie Anderson
Procurement & Contract Services

Date: _____

Tracy Unified School District
1875 W. Lowell Ave
Tracy, CA 95376

By: _____
Tammy Jalique
Associate Superintendent for Human Resources

Date: _____

CERTIFICATION

I, duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

Month	Day	Year

“It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign student to the schools in the School District for practice counseling, be approved; and _____

(Individual authorized to sign agreement or the legal name of institution)

is hereby authorized to execute the same.”

Tracy Unified School District

By: _____
Clerk/Secretary of the Board of Trustees

“BOARD APPROVAL IS NOT REQUIRED”

By: _____

Title: _____

Print Name: _____

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 6, 2020
SUBJECT: Approve a Variable Term Waiver for Special Education Teacher- Added Authorization in Special Education (AASE); Autism Spectrum

BACKGROUND: Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: In reviewing staffing for the 2020-2021 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver for a Special Education SDC position.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Special Education Teachers- Added Authorization in Special Education (AASE); Autism Spectrum

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain an Education Specialist Intern Credential in mild/moderate disabilities. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Lisa Pierson; Central Elementary; SDC; K-1st Grades

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 15, 2020
RE: Adopt Resolution No. 20-09 Authorizing Teachers to Teach Outside Their Credential Authorizations

BACKGROUND: Education Code Section §44263 authorizes teachers to teach outside their credential authorization provided that the teachers has eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teacher any subject in departmentalized classed to a given class or group of student in grades K-12. The Tracy Unified School District currently has three (3) teachers on Ed Code §44263.

Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students 8th grade and below provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has twenty (20) teachers on Ed Code §44256(b).

RATIONALE: In all the above instances, the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing the assignments. This agenda item meets District Strategic Goal #5- Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state, and federal agents.

FUNDING: None.

RECOMMENDATION: Adopt Resolution No. 20-09 Authorizing Teachers to Teach Outside Their Credential Authorizations

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 20-09
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL
AUTHORIZATIONS 2020-2021**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections §44263 hereby authorizes teachers to teach outside their credential authorization provided that the teachers has eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teacher any subject in departmentalized classed to a given class or group of student in grades K-12. The Tracy Unified School District currently has three (3) teachers on Ed Code §44263. Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade nine (9), provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has twenty (20) teachers on Ed Code §44256(b).

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 27th Day of October 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District

Teacher's Name	Site	Ed Code	Subject
Martin, Ferne	Art Freiler	44256 (b)	Science
Stiles, Wesley	Art Freiler	44256 (b)	English
White, Christine	Art Freiler	44256 (b)	English
Bartschi, Diana	George Kelly	44256 (b)	English
Basacker, Kristi	George Kelly	44256 (b)	Science
Neyland, Gerri	Kimball High	44263	Drama
Azevedo, Jolene	Monte Vista	44256 (b)	Physical Education
Chakraverty, Arghya	Monte Vista	44256 (b)	Social Sciences
Gibbons-Couris, Sarah	Monte Vista	44256 (b)	English
Hendersen, Jeff	Monte Vista	44256 (b)	Social Sciences
Williams, Tia	Monte Vista	44256 (b)	English
Wyant, Carol	Monte Vista	44256 (b)	Social Sciences
Kovac, Ronald	North School	44256 (b)	English
Jaramillo-Salazar, Euphemia	Poet Christian	44256 (b)	English
Telles, Jeffrey	Poet Christian	44256 (b)	History
Anastasio, Stephen	West High	44263	Physical Education
Vega, Sandra	West High	44263	Social Science
Campbell, Rhonda	Williams	44256 (b)	English
Ignatovich, Teresa	Williams	44256 (b)	English
Keenan, Colleen	Williams	44256 (b)	Social Science
Mason, Terri	Williams	44256 (b)	English
Mohr, Laura	Williams	44256 (b)	English/Social Sciences
Reszka, Cheryl	Williams	44256 (b)	Social Science/Technology